PERM 44e (8/01)

SURETY BOND (PERFORMANCE) (INSURANCE AND INDEMNITY COMPANY NAME)

| BOND NO. | AMOUNT |
|--|--|
| KNOWN ALL BY THESE PRESENTS, That we, | (PRINCIPAL'S NAME) |
| naving its principle place of business at | as Principal and |
| office and usual place of husiness at | (INSURANCE AND INDEMNITY COMPANY), as Surety, having a |
| unto the DEPARTMENT OF TRANSPORTATION OF THE STA | ATE OF NEW YORK, in the full and just sum of |
| we bind ourselves, our heirs, executors, administrators, successors | to the payment of which, well and truly to be made, and assigns, to jointly and severally, firmly by these presents. |
| WHEREAS, said Principal will submit and has submitted plans ar by the Commissioner of Transportation, or his duly authorized del | nd specifications for work, within a State highway, deemed necessary legate, and |
| with a contract the contract that the contract the contract the contract that the contract the contract that contract the contrac | to time for permits for the purpose of constructing or maintaining driv les, street intersections, curb, sidewalk, drainage and excavating for iways under the jurisdiction of the State of New York, Department of |
| WHEREAS, this obligation is for the purpose of insuring and guar reasonably determined by the Commissioner of Transportation or I | ranteeing the timely and workmanlike completion of such work as his duly authorized delegate, |
| commissioner of Transportation or his duly authorized delegate m | like manner by said Principal, the Commissioner of Transportation or omplete said work in a timely and workmanlike manner, or the ay direct completion of said work with forces chosen by the |
| IT IS FURTHER AGREED that said Principal and said Surety sha Transportation, from all liability, damages and expenses of every k and arising from and in consequence of any license or permit, and pertaining to any license or permit and shall restore such State high | Il indomnify and save harmless the State of New York, Department of ind and nature, resulting directly or indirectly to persons or property shall well, truly and faithfully perform the duties and privileges tways to their original conditions. |
| IT IS FURTHER AGREED that said Principal and said Surety sha Department of Transportation, any damages, loss, charges or exper to or in connection with any and all such claims, actions, suits or p | ises which shall in any way be sustained or incurred by it in relation |
| | and and seal and said Surety has caused this instrument of writing to |
| This Bond takes effect and shall remai | n in full force until the work is satisfactorily completed and accepted. |
| AD TO FAMILY | |
| PRINCIPAL NOTE: If DBA also provide Name of Legal Entity and Copy of | SURETY |
| "Certificate of Conducting Business under an assumed Name" | BY: |
| hat was filed in County Clerk's Office, e.g. John Jones dba | Attorney-in-Fact |
| Iones Trucking) | • |
| nz. | (Company Seal) |
| BY: | Address: |
| (Company Seal) | |
| Address: | |
| | Telephone No.: |
| Telephone No.: | Note: Attach Power of Attorney, Financial Statement and acknowledgment by representative of the Surety showing his |
| | DOWERS to execute such instrument |

NEW YORK STATE DEPARTMENT OF TRANSPORTATION ACQUISITION MAP PIN A9998870140

AUBURN-SENECA FALLS STATE HIGHWAY NO. 590

MAP NO. 142 PARCEL NOS. 212, 213, 214 AND 215 SHEET 5 OF 5 SHEETS

The purpose of this map is to fully prohibit the right of access to and from abutting property along the portions of the existing highway boundary of the Auburn-Seneca Falls S.H. No. 590 (New York State Routes 5 and 20) as described below along four different parcels, where access had heretofore been allowed to the adjacent owner.

PARCEL NO. 212:

Beginning at a point on the northerly highway boundary of the existing Auburn-Seneca Falls S.H. No. 590 (New York State Routes 5 and 20), said point being 0,36½ meters distant northerly, measured at right angles from station -0+217.56½ of the hereinafter described survey baseline; thence easterly along the existing highway boundary a distance of 39.60½ meters (129.9½ feet) to a point 1,29½ meters distant southerly, measured at right angles from testion -0.1178.00½ of said survey baseline; station -0+178.00± of said survey baseline.

PARCEL NO. 213:

Beginning at a point on the northerly highway boundary of the existing Auburn-Seneca Falls S.H. No. 590 (New York State Routes 5 and 20), said point being 3.44½ meters distant southerly, measured at right angles from station -0+126.50½ of the hereinafter described survey baseline; thence along the existing highway boundary the following four (4) courses and distances: (1) easterly 69.20½ meters (227.0½ feet) to a point 6.33½ meters southerly, measured at right angles from station -0+057.36½ of said survey baseline; (2) northeasterly 59.64½ meters (195.7½ feet) to a point 11.38½ meters northerly, measured at right angles from station -0+000.40½ of said survey baseline; (3) southeasterly 54.34½ meters (178.3½ feet) to a point 10.66½ meters southerly, measured at right angles from station 0+049.24½ of said survey baseline; (4) easterly 15.01½ meters (49.3½ feet) to a point 11.25½ meters southerly, measured at right angles from station 0+064.24½ of said survey baseline.

PARCEL NO. 214:

Beginning at a point on the northerly highway boundary of the existing Auburn-Seneca Falls S.H. No. 590 (New York State Routes 5 and 20), said point being 4.90½ meters distant southerly, measured at right angles from station 0+110,00½ of the hereinafter described survey baseline; thence along the existing highway boundary the following two (2) courses and distances: (1) northeasterly 11.81½ meters (38.8½ feet) to a point 2.83½ meters distant southerly, measured at right angles from station 0+121.58½ of said survey baseline; (2) northeasterly 1.52½ meters (5.0½ feet) to a point 1.90½ meters distant southerly, measured at right angles from station 0+122.78½ of said survey baseline.

PARCEL NO. 215:

Beginning at a point on the northerly highway boundary of the existing Auburn-Seneca Falls S.H. No. 590 (New York State Routes 5 and 20), said point being 2.20½ meters distant northerly, measured at right angles from station 0+226.66½ of the hereinafter described survey baseline; thence northeasterly along the existing highway boundary a distance of 1.01½ meters (3.3½ feet) to a point 2.56½ meters distant northerly, measured at right angles from station 0+227.61½ of said survey baseline.

The above mentioned survey baseline being the 2004 survey baseline of property of Fingerlakes Mall Limited Partnership (reputed owner) and described as follows:

Beginning at Station -0+242.574 thence North 85°50'08" East to Station 0+000.000, thence North 85°58'21" East to Station 0+115.789, thence North 85°11'05" East to Station 0+279.679.

All bearings based on the New York State Plane Coordinate System Central Zone and refer to true North at the 76°35' Meridian of West Longitude.

| I hereby certify that the right |
|------------------------------------|
| of access to and from abutting |
| property is to be fully prohibited |
| along the portions of the existing |
| highway boundary described above. |
| inginal boardary according to |
| |

Date

Michael A. Shamma, P.E. Regional Design Engineer for the Regional Director of Transportation, Region No. 3



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and

| Date 20_ | |
|----------|--|
|----------|--|

Michael J. Wright. Land Surveyor P.L.S. License No. 049155

FINGERLAKES MALL LIMITED PARTNERSHIP

(Reputed Owner of Right of Access)

Map of portions of the existing highway boundary over which the Commissioner of Transportation deems necessary that the right of access to and from abutting property shall be fully prohibited by appropriation for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

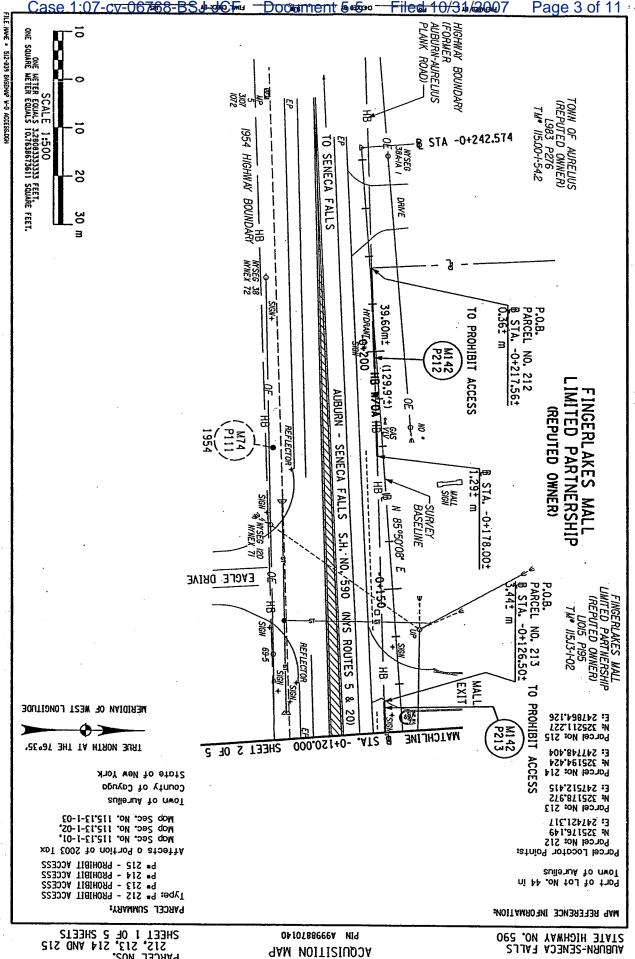
There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

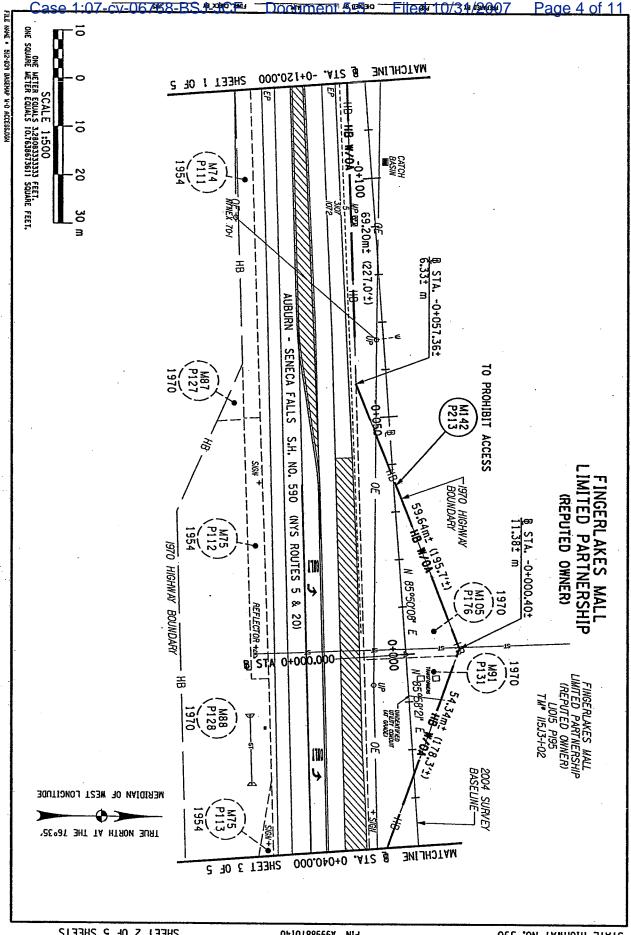
| Real | Estate | Division |
|------|--------|----------|

| | PRP | | W.W | | | #RS |
|-------------|-----|------------|---------|--------|----------|-----|
| PREPARED BY | rar | CHECKED BY | man man | T INAL | CHECK BY | |
| | | | | | | |



PARCEL NOS. 212, 213, 214 AND 215 SHEET 1 OF 5 SHEETS MAP NO. 142

ACQUISITION MAP DEPARTMENT OF TRANSPORTATION NEW YORK STATE



MAP NO. 142 PARCEL NOS. S12, S13, S14 AND S15 SHEET 2 OF 5 SHEETS

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP
PIN 89998810140

AUBURN-SENECA FALLS

MATCHLINE 2/ 2/ 2/ SQUARE TO PROHIBIT ACCESS 000.010+0 .ATZ ₫ SHEEL 2 OF 5 0.66± m AUBURN -(49.3 11513-1-02 ED OWNER) SENECA FALLS SQUARE FEET. 30 3 307 EXIT/ENTRANCE ස S.H. NO. HIGHWAY BOUNDARY (FORMER AUBURN-AURELIUS PLANK ROAD) M88 P128 4 0+064.24± 1970 HIGHWAY BOUNDARY P.O.B. BASELINE -TO PROHIBIT ACCESS

M142
P214
0+115.788
WHITED OWNER)
HITED PARTNERSHIP
OPROHIBIT ACCESS

WHITED PARTNERSHIP
OPROHIBIT ACCESS

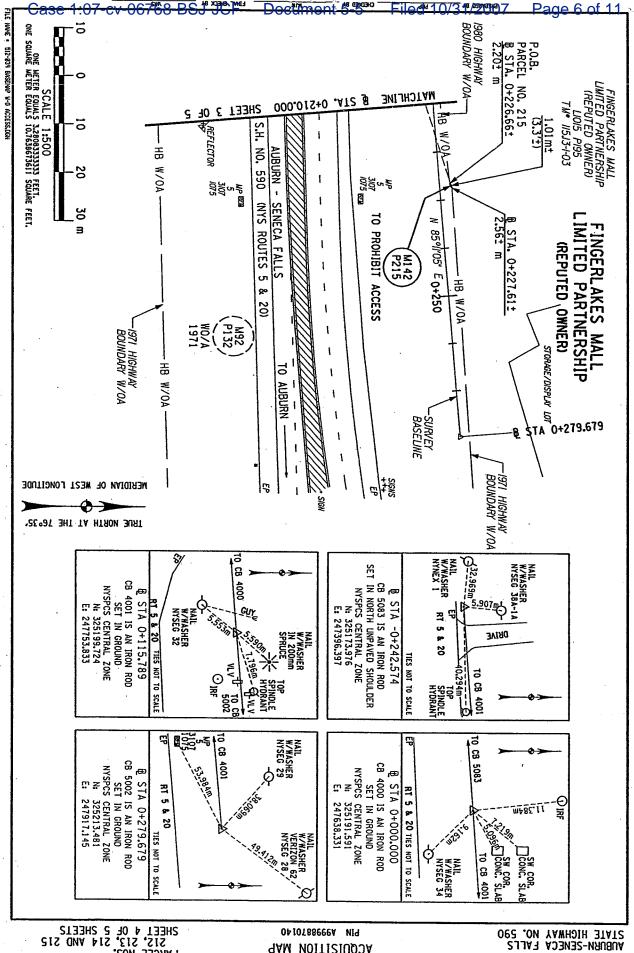
WHITED PARTNERSHIP
OPROHIBIT ACCESS

WHITED OWNERSHIP
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WHITED OWNERSHIP
OPROHIBIT ACCESS TO PROHIBIT ACCESS N. MYS ROUTES 8 STA. 0 5 85°58'21", E Ç PROHIBIT ACCESS & 20) 10400 0+110.00: H DETAIL ĞHÜAY BOUNDARY (FORMER IBURN-AURELIUS PLANK ROAD) (QAOA) € STA 0+115.788 HB W/OA .3 0+122.78± ABANDONMENT 1980 M142/P214 (A) 1.52m± (5.0'±) SIGN P190 0+150 STA. 0+121.58± .90± m N 85°11'05" H W/OA 0+122.78± 85911051 BASELINE 0+150 FINGERLAKES MALL
IMITED PARTNERSHIP
(REPUTED OWNER)
LIOIS P195 M92 P1 32 -1971 HIGHWAY BOUNDARY W/OA -1980 HIGHWAY BOUNDARY W/OA 곮 ㅁ W/OA SIGN + -1980 HIGHWAY BOUNDARY W/OA MERIDIAN OF WEST LONGITUDE ♦→ Ę MATCHLINE ATZ 8 0+510,000 TRUE NORTH AT THE 76°35' 133HS 4 OF 5 SI4 AND SI2 AUBURN-SENECA FALLS OP10788822A NI9

MAP NO. 142 212, 213, 212, 213, 212, 213,

ACQUISITION MAP DEPARTMENT OF TRANSPORTATION



MAP NO. 142 PARCEL NOS. S12, 213, SHEET 4 OF

NEPARTMENT OF TRANSPORTATION AEPACOUISITION MAP

EXHIBIT "G"

Tenant Estoppel Certificate [THIS FORM IS SUBJECT TO APPROVAL OF BUYER'S LENDER]

| Addressed to Fingerlakes Mall, LLC | , Fingerlakes Acquisition, LLC and Lender (as defined below) |
|---|---|
| Re: Lease from | , dated, as amended, located at Iall, Aurelius, New York (the Property ") |
| Thigotiakes iv. | turi, ruroruo, rvon rom (<u>managori</u> |
| Γο Whom it May Concern: | |
| portion of the Property (the "Lease" ("Seller") intends to transfer the Property | the holder of the tenant's interest under the Lease demising a ed Premises"). We understand that Fingerlakes Mall, LLC perty to Fingerlakes Mall Acquisition, LLC ("Buyer), and that the holder of a first mortgage on the Property, and that Seller, deation from us. |
| Accordingly, we here | by certify to Seller, Buyer and Lender as follows: |
| supplemented in any way other than | full force and effect and has not been modified, amended or those amendments shown above, except as follows (Insert dates or supplements, even if attached; <u>if none</u> , <u>write "None"</u>): |
| 2 There are no commitments, or other understanding Property other than as set forth in the | other representations, warranties, agreements, concessions, ngs between the undersigned and the Landlord regarding the Lease or paragraph 1 above. |
| has accepted, the Leased Premises is consists of approximately occupying the Leased Premises on a is \$, payable in advance. by the landlord thereunder and all faremises have been completed to description of any improvements and write "None"): | |
| extensions, is Property or any portion thereof or any | ation date of the Lease, excluding any unexercised renewals and The undersigned has neither any option or right to purchase the my right or option to terminate the Lease or any of its obligations fulled termination date of the Lease as noted above, except as |

{GNS: #00006122 v.3 #10006-0056 7/31/2006 04:52 PM}

| follows (Insert description of any purchase roone, write "None"): | ights or | options, and/or any early termination rights; <u>if</u> |
|---|--|---|
| been paid in full through, 20 |)0,an | her sums due and payable under the Lease have donorents, additional rents or other sums payable 1) month in advance of the due dates thereof. |
| conditions or covenants of the Lease to be p Lease, the obligation to pay rent and addit | perform tional rewith the | er any of the requirements, provisions, terms, ed or complied with by the landlord under the ent is not subject to offset, and no event has a passage of time and/or the giving of notice, dlord under the Lease. |
| conditions, or covenants of the Lease to be p | erforme would | ander any of the requirements, provisions, terms, ed or complied with by the undersigned, and no, with the passage of time and/or the giving of the undersigned under the Lease. |
| other person or party claiming a violation o local statute, ordinance, rule, regulation contamination at the Leased Premises, and, to toxic or polluting substances or wastes have | f, or record or othe o the be been ge | I no notice from any governmental authority or quiring compliance with, any Federal, State or her requirement of law, for environmental st knowledge of the undersigned, no hazardous, merated, treated, manufactured, stored, refined, ed of or deposited by Tenant on, in or under the |
| 9. The undersigned has paid \$(if none, insert "None"). | l to the | landlord under the Lease a security deposit of |
| 10. This Estoppel Certificate | e may b | e relied on by Seller, Buyer and Lender. |
| | Very t | ruly yours, |
| | | |
| | By: | |
| | - | Name: |

EXHIBIT "H"

ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSITS

| | KNOW | ALL | MEN | BY | THESE | PRESENTS, | that |
|---------|---------------------------------------|-----------------|----------------|-------------|---------------------|-----------------------|-----------|
| [| · · · · · · · · · · · · · · · · · · · | |], | (hereinafte | er referred to as " | 'Assignor"), in consi | deration |
| of Te | n (\$10.00) | Dollars and | other good | and valu | able considerati | ion to it in hand | paid by |
| | | | (hereinaf | ter referre | i to as "Assigne | e") does hereby assi | gn unto |
| Assign | nee, its heirs, | administrato | rs, executors | , successor | s and assigns, all | of Assignor's right, | title and |
| interes | t in and to a | ill leases, ten | ancies and se | ecurity dep | osits as set forth | n on Schedule "A" a | innexed |
| hereto | and made a | part hereof, p | ertaining to t | he shoppir | ng center located | | |
| (the "I | remises"). | | | | | | |

TO HAVE AND TO HOLD the same unto the said Assignee, its heirs, administrators, executors, successors and assigns, subject to the covenants, conditions and provisions therein contained.

Assignee hereby assumes and agrees to perform all of the obligations with respect to such leases, tenancies and security deposits arising on or subsequent to the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless with respect to any expense, liability, court costs and reasonable attorney's fees (including, without limitation those incurred to enforce this indemnity), which Assignor may incur as a result of a breach or default by Assignee of its covenants herein.

Assignor agrees to indemnify and hold Assignee harmless from and against any and all loss, cost or damage including reasonable attorney's fees (including, without limitation those incurred to enforce this indemnity). that may be incurred by Assignee by reason of Assignor's failure to comply {GNS: #00006122 v.3 #10006-0056 7/31/2006 04:52 PM}

with the terms of the leases during the Assignor's period of ownership of the Premises except to the extent that any such failure has been waived by such tenant's estoppel or other documentation.

| IN WITNE | ESS WHEREO | F, the Assi | ignor and As | signee have h | ereunto set t | heir hands and |
|-----------------|------------|-------------|--------------|---------------|---------------|----------------|
| seals as of the | day of | | · | _, 2006. | | |
| WITNESS: | · | | | | | |
| | | | | | | |
| | | Ву: | | | | |
| WITNESS: | | | | | | |
| | | | | | | |
| | | By: | | | | |
| WITNESS: | | • | | | | |